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**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND UNITED  
STATES DEPARTMENT OF JUSTICE CERCLA SECTION 122(h)(1) CASHOUT  
AGREEMENT**

CALUMET CONTAINERS SUPERFUND SITE  
3631 STATE LINE ROAD  
HAMMOND, INDIANA

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|                                        |   |                                         |
|----------------------------------------|---|-----------------------------------------|
| IN THE MATTER OF:                      | ) | AGREEMENT                               |
|                                        | ) |                                         |
| Calumet Containers Superfund Site      | ) | U.S. EPA Region 5                       |
| Hammond, Lake County, Indiana          | ) | CERCLA Docket No. <b>V-W- '06-C-854</b> |
|                                        | ) |                                         |
|                                        | ) | PROCEEDING UNDER SECTION                |
| Settling Parties: Listed in Appendix A | ) | 122(h)(1) OF CERCLA                     |
| Settling Federal Agency: United States | ) | 42 U.S.C. §9622(h)(1)                   |
| Defense Logistics Agency               | ) |                                         |
|                                        | ) |                                         |

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## **I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D. This Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Assistant Attorney General for the Environment and Natural Resources Division or his or her designee.

2. This Agreement is made and entered into by EPA and the parties listed in Appendix A and one Settling Federal Agency. Each Settling Party consents to and will not contest the authority of the United States, and the Settling Federal Agency consents to and will not contest the authority of EPA, to enter into this Agreement or to implement or enforce its terms.

## **II. BACKGROUND**

3. This Agreement concerns the Calumet Containers Superfund Site ("Site") located in Hammond, Indiana. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake additional response actions in the future. These additional response actions are necessary to clean up widespread soil contamination at the Site. Of primary concern, elevated levels of lead, cadmium, ethylbenzene and other metals and volatile organic compounds are present in the soils at the Site. Accordingly, an Action Memorandum dated November 4, 2002, authorizes and sets forth a clean up plan for the Site. This Action Memorandum

determined that conditions at the Site present an imminent and substantial endangerment to public health, welfare or the environment through direct contact, ingestion and inhalation.

5. In performing response action at the Site, EPA has incurred response costs and will incur additional response costs in the future.

6. EPA alleges that Settling Parties and Settling Federal Agency are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and that Settling Parties are jointly and severally liable for response costs incurred and to be incurred at the Site, and that the Settling Federal Agency is severally liable for response costs incurred and to be incurred at the Site.

7. EPA, Settling Parties and the Settling Federal Agency recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties and Settling Federal Agency in accordance with this Agreement do not constitute an admission of any liability by any Settling Party or Settling Federal Agency. Settling Parties and Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in this Section.

### **III. PARTIES BOUND**

8. This Agreement shall be binding upon EPA and the Settling Federal Agency and upon Settling Parties and their heirs, successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

### **IV. STATEMENT OF PURPOSE**

9. By entering into this Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Parties and the Settling Federal Agency to make a cash payment, which includes a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and under Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site as provided in the Covenant by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX and as provided in the Covenant Not to Sue by Settling Parties in Section X.

## **V. DEFINITIONS**

10. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

f. "Owner" shall mean Mr. George Holmes, and Sheffield Estates LLC.

g. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

h. "Parties" shall mean EPA, Settling Parties and Settling Federal Agency.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

k. "Settling Federal Agency" shall mean the United States Defense Logistics Agency.

l. "Settling Parties" shall mean those parties identified in Appendix A.

m. "Site" shall mean the Calumet Containers Superfund Site, 3631 State Line Road, Hammond, Indiana, encompassing approximately 7.7 acres of property identified by Lake County, Indiana, tax parcel numbers 26-37-0111-0013, 26-37-0111-0015, 26-37-0111-0019, 26-37-0111-0022, 26-37-0111-0030, 26-37-0111-0031, and 26-37-0111-0032, and generally shown on the map included in Appendix B.

n. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

## **VI. PAYMENT OF RESPONSE COSTS**

11. Within 30 days after the effective date of this Agreement as defined by Paragraph 30, each Settling Party shall pay its respective settlement payment, as listed in Appendix C, to the EPA Hazardous Substance Superfund.

12. Payment by Tier 1 and 2 Settling Parties shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Parties by EPA Region 5, and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID # 0566, and the EPA docket number for this action. Payments by Tier 3 and 4 Settling Parties shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID # 0566, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency - Region 5  
P.O. Box 371531  
Pittsburgh, PA 15251-7531

At the time of payment, each Settling Party shall also send notice that payment has been made to:

U.S. Environmental Protection Agency - Region 5  
Attn.: Sally Jansen  
Emergency Enforcement and Support Section, SE-5J  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Such notice shall reference the EPA Region and Site/Spill ID # 0566 and the EPA docket number for this action.

13. The total amount to be paid by Settling Parties pursuant to Paragraph 11 shall be deposited by EPA in the Calumet Containers Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in

connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

13.1. As soon as reasonably practicable after the effective date of this Agreement, and consistent with Paragraph 13.1(a)(iii), the United States, on behalf of the Settling Federal Agency, shall:

(a)(i). Pay to the EPA its respective settlement amount as listed in Appendix C.

(a)(ii). The total amount to be paid by the Settling Federal Agency pursuant to Paragraph 13.1(a)(i) shall be deposited by EPA in the Calumet Containers Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

(a)(iii). If the payment to EPA required by this Paragraph 13.1(a)(i) is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

13.2. The Parties to this Agreement recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

## **VII. FAILURE TO MAKE PAYMENT**

14. If any Settling Party fails to make full payment within the time required by Paragraph 11, that Settling Party shall pay Interest on the unpaid balance. In addition, if any Settling Party fails to make full payment as required by Paragraph 11, the United States may, in addition to any other available remedies or sanctions, bring an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

## **VIII. COVENANT BY EPA**

15. Covenant Not to Sue Settling Parties by EPA. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. 6973, with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII

(Failure to Make Payment). This covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Agreement. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

15.1. Covenant for Settling Federal Agency by EPA. Except as specifically provided in Section IX (Reservation of Rights by EPA), EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all payments required by Section VI (Payment of Response Costs). This covenant is conditioned upon the satisfactory performance by Settling Federal Agency of its obligations under this Consent Agreement. This covenant extends only to the Settling Federal Agency and does not extend to any other person.

## **IX. RESERVATIONS OF RIGHTS BY EPA**

16.1 EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties and the Settling Federal Agency with respect to all matters not expressly included within the Covenant by EPA in Paragraph 15 and the Covenant for Settling Federal Agency by EPA in Paragraph 15.1. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Parties and EPA reserves and this Agreement is without prejudice to, all rights against the Settling Federal Agency, with respect to:

- a. liability for failure of Settling Parties or Settling Federal Agency to meet a requirement of this Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Parties' or Settling Federal Agency's ownership or operation of the Site, or upon Settling Parties' or Settling Federal Agency's transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Agreement by Settling Parties or Settling Federal Agency; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

16.2. Notwithstanding any other provision of this Agreement, EPA reserves, and this Agreement is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel each Settling Party, except those



described in Paragraph 16.4, and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agency:

(a). to perform further response actions relating to the Site, or

(b). to reimburse the United States for additional costs of response if, subsequent to the effective date of the Agreement:

(i) conditions at the Site, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the response action is not protective of human health or the environment.

16.3. For purposes of Paragraph 16.2, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the effective date of this Agreement and set forth in the November 4, 2002, Action Memorandum, the administrative record supporting the Action Memorandum, the post-Action Memorandum administrative record, or in any information received by EPA prior to the effective date of this Agreement.

16.4. The EPA reservations, set forth in Paragraph 16.2, shall not apply to those Settling Parties and Settling Federal Agency whose total payment, identified in Appendix A under the Column "Total Payment Amount Due Within 30 days of Entry," includes a specific payment under the Column "Premium Payment to Cover Risks from Unknown Conditions" as part of the total payment.

17. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Agreement.

#### **X. COVENANT NOT TO SUE BY SETTLING PARTIES**

18. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Indiana and Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 20 (Waiver of Claims) and Paragraph 23 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 16, but only to the extent that Settling Parties' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

19. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

20. Settling Parties agree not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

#### **XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

21. Except as provided in Paragraph 20, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

22. The Parties agree that Settling Parties and the Settling Federal Agency are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or by any other person. The "matters addressed" in this Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Agreement (except for claims for failure to comply with this Agreement), in the event that EPA asserts rights against Settling Parties or the Settling Federal Agency coming within the scope of such reservations.

23. In any subsequent administrative or judicial proceeding initiated by EPA, or the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties and the Settling Federal Agency shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by EPA, or the United States on behalf of EPA, in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant by EPA set forth in Section VIII.

## **XII. SITE ACCESS**

24. Commencing upon the effective date of this Agreement, Owner Settling Parties agree to provide EPA and its representatives and contractors access at all reasonable times to the Site and to any other property owned or controlled by Owner Settling Parties to which access is determined by EPA to be required for the implementation of this Agreement, or for the purpose of conducting any response activity related to the Site, including but not limited to:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to EPA;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing response actions at or near the Site;

25. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

## **XIII. CERTIFICATION**

26. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not, except for duplicate copies, altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site, since notification of this Agreement to settle potential liability by the United States and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

27. The United States acknowledges that the Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

#### **XIV. INTEGRATION/APPENDICES**

28. This Agreement and its appendices constitute the final, complete and exclusive Agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement: Appendix A contains the list of Settling Parties; Appendix B is the map of the Site; and Appendix C contains the schedule of required settlement payments.

#### **XV. PUBLIC COMMENT**

29. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

#### **XVI. EFFECTIVE DATE**

30. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 29 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

**IT IS SO AGREED:**

**U.S. Environmental Protection Agency**


By: Richard C. Karl  
Richard C. Karl  
Superfund Division Director

8-18-06

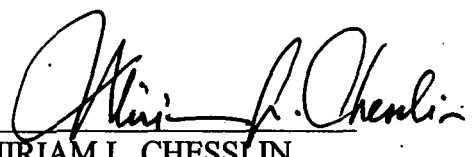
Date

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

U.S. Department of Justice

By:   
SUE ELLEN WOOLDRIDGE  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20530

9-11-06  
Date

By:   
MIRIAM L. CHESSLIN  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611

9/15/06  
Date

## **APPENDIX A**

### **IN THE MATTER OF: Calumet Containers Superfund Site Hammond, Lake County, Illinois**

#### **SETTLING PARTIES**

**Total Payment Amount Due Within 30 Days of Entry  
Premium Payment to Cover Risks From Unknown Conditions (Settlement Option 2)**

**Alden & Ott Printing Ink Co.**

**American Can Company**

**American Steel Foundries**

**Ashland Chemical**

**Bee Chemical Company (aka Universal Color Dispersions) a Rohm and Haas Company**

**Bretford Manufacturing, Inc.**

**Caterpillar Inc.**

**Central Ink Corporation**

**Davies Imperial Coatings, Inc.**

**MediaNews Group, Inc., for its subsidiary, The Denver Post Corporation**

**Dober Chemical Corp.**

**R.R. Donnelley & Sons Company, including Moore Wallace Hillside Printing, Wallace Press**

**Wyeth, on behalf of Dupli-Color Products Company**

**E. I. DuPont de Nemours and Company**

**Edwards & Deutsch Lithographing Co., Inc.**

**Elgin, Joliet and Eastern Railway Company**

**Flint Ink Corporation**

**Ford Motor Company**

**Georgia-Pacific Corporation/Will County Press**

**The Glidden Company (formerly Glidden Coatings & Resins, division of SCM Corporation) and including successor to the liability, MHC Inc., a subsidiary of Millennium Chemicals, Inc.**

**City of Hammond, Indiana**

**Lee Enterprises, Inc. f/d/b/a The Hammond Times**

**Harris-Hub Company, a division of Dresher, Inc.**

**Illinois Bronze Paint Company**

**Indiana Harbor Belt Railroad Company**

**International Truck and Engine Corp. (f/k/a International Harvester)**

**BASF Corporation/International Print Ink Corp**

**Kell Chemical, Division of Ferro Corporation**

**Kohl & Madden Division of Sun Chemical Corporation**

**The Lehigh Press, Inc. (Lehigh Cadillac)**

**The Dow Chemical Company on behalf of Mortell**

**National Can Company (Rexam Beverage)**

**Tomkins Industries, Inc. (fka Phillips Industries, Inc.)**

**Peole Bros./Primerica Corp./American Can Company**

**Rand McNally & Company**

**Service Web Offset Corporation**

**Sheffield Estates, LLC/Zenon Manufactured Home Communities**

**The Sherwin-Williams Company**

**Honeywell International, Inc., on behalf of Sinclair & Valentine**

**Sequa Corporation (fka Sun Chemical)**

**Brenntag Great Lakes, LLC, successor to Tab Chemicals**

**Thermark (Avery)**

**Thrall Car Mfg.**

**Union Tank Car Company**

**United States Steel Corporation**

**The Valpar Corporation on behalf of itself and Roto Ink**

**W. C. Richards Company**

**Quebecor World KRI Inc., f/k/a Krueger Ringier, Inc., f/k/a W. F. Hall Printing Company, on behalf of itself and those entities described by the United States as "W. F. Hall Printing" and "W. F. Hall Printing Co." and on behalf of Chicago Rotoprint Company, a wholly owned subsidiary of W. F. Hall Printing Company.**

**Chevron Environmental Management Company for itself and on behalf of Union Oil Company (W. H. Barber Company)**

**Mocon Incorporated (Western Cold Drawn Steel)**

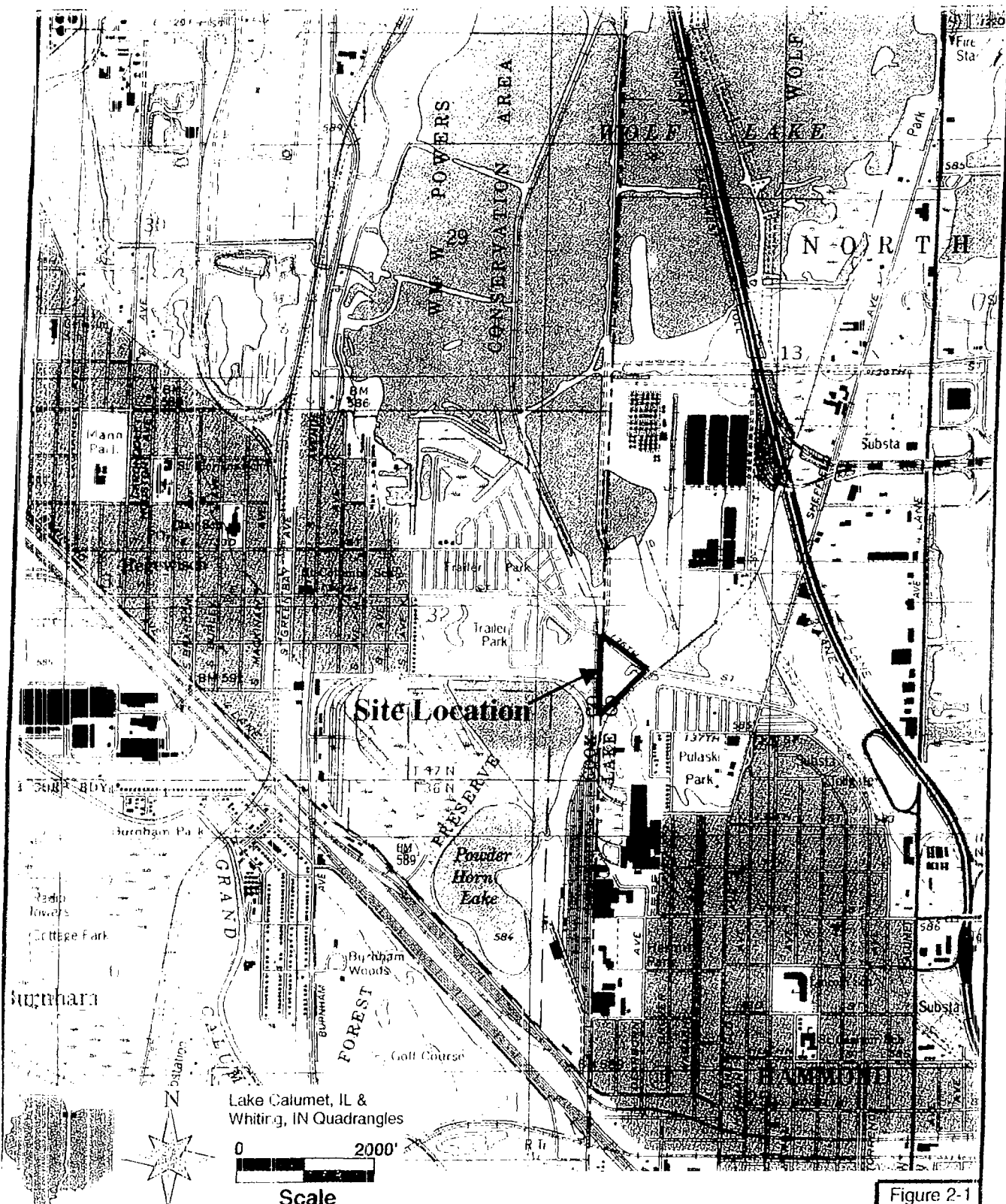


Figure 2-1

**WESTON**  
MANAGERS DESIGNERS CONSULTANTS

750 E. Bunker Ct.  
Suite 500  
Vernon Hills, Illinois  
60061

**TOPOGRAPHICAL SITE LOCATION MAP**  
**CALUMET CONTAINER SITE**  
Hammond, Lake County, Indiana and Cook County, Illinois



# APPENDIX C

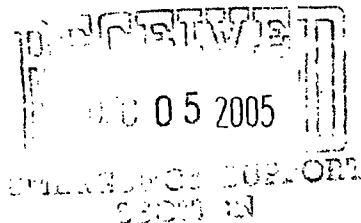
## CALUMET CONTAINER SUPERFUND SITE PROPOSED PRP SETTLEMENTS

(Jan. 29, 2006 rev.)

| RANK | POTENTIALLY RESPONSIBLE PARTY                | PRP's CONTAINERS BY<br>CAPACITY IN GALLONS* | SETTLEMENT<br>OPTION 1 | SETTLEMENT<br>OPTION 2 |
|------|----------------------------------------------|---------------------------------------------|------------------------|------------------------|
| 50   | DuPont                                       | 99,000                                      | 3,382                  | 4,228                  |
| 51   | Vulcan Mold                                  | 89,375                                      | 3,382                  | 4,228                  |
| 52   | Leheigh Cadillac                             | 82,500                                      | 3,382                  | 4,228                  |
| 53   | Jordan Paint                                 | 65,625                                      | 3,382                  | 4,228                  |
| 54   | Denver Post                                  | 62,700                                      | 3,382                  | 4,228                  |
| 55   | Hammond, City of, IN                         | 56,525                                      | 3,382                  | 4,228                  |
| 56   | Western Cold Drawn Steel (Moen)              | 55,000                                      | 3,382                  | 4,228                  |
| 57   | Davies Imperial Coatings                     | 53,660                                      | 3,382                  | 4,228                  |
| 58   | Will County Press (Georgia Pacific)          | 52,500                                      | 3,382                  | 4,228                  |
| 59   | Dupli-Color (American Home Products)         | 32,500                                      | 3,382                  | 4,228                  |
| 60   | U. S. Army                                   | 30,250                                      | 3,382                  | 4,228                  |
| 62   | Ford Motor Company                           | 27,500                                      | 3,382                  | 4,228                  |
| 63   | Regenstein                                   | 24,300                                      | 3,382                  | 4,228                  |
| 64   | Kohl & Madden                                | 20,000                                      | 3,382                  | 4,228                  |
| 65   | Bethlehem Steel                              | 12,155                                      | 3,382                  | 4,228                  |
| 66   | Bretford Mfg                                 | 10,630                                      | 3,382                  | 4,228                  |
| 67   | Interlake, Inc. (Acme Steel subsidiary)      | 9,900                                       | 3,382                  | 4,228                  |
| 68   | International Harvester (WI Steel, Navistar) | 6,105                                       | 3,382                  | 4,228                  |
| 69   | Henco Enterprises                            | 5,060                                       | 3,382                  | 4,228                  |
| 70   | Kell Chemical, Ferro Corp.                   | 3,575                                       | 3,382                  | 4,228                  |
| 71   | Hammond Times                                | 1,650                                       | 3,382                  | 4,228                  |
| 72   | Midwest Recycling Corp.                      | 1,320                                       | 3,382                  | 4,228                  |
| 73   | Hyon Waste                                   | 1,100                                       | 3,382                  | 4,228                  |
| 74   | Harris-Hub                                   | 825                                         | 3,382                  | 4,228                  |
| 75   | Cross, James                                 | 220                                         | 3,382                  | 4,228                  |
| 76   | Armstrong                                    |                                             | 3,382                  | 4,228                  |
| 77   | Dober Chemical                               |                                             | 3,382                  | 4,228                  |
| 78   | Phillips Industries                          |                                             | 3,382                  | 4,228                  |
| 79   | Premier Paint                                |                                             | 3,382                  | 4,228                  |
| 80   | Rand McNally                                 |                                             | 3,382                  | 4,228                  |
| 81   | Richards W C                                 |                                             | 3,382                  | 4,228                  |
| 82   |                                              |                                             | 3,382                  | 4,228                  |
| 83   | Sheffield Estates, LLC                       |                                             | 3,382                  | 4,228                  |
|      | <b>TIER FOUR TOTAL</b>                       | <b>803,975</b>                              | <b>111,618</b>         | <b>139,522</b>         |
|      | <b>TOTAL ALL PRPSs &amp; ALL TIERS</b>       | <b>83,693,440</b>                           | <b>2,227,620</b>       | <b>2,784,520</b>       |

\* Volumetric shares are based on the number and capacity of containers sent to the Site by PRPs whose transactions are described in John Jagiella's Aug. 29, 1989 Affidavit. The unit of measure for all PRPs is capacity of containers, not volume of waste

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement



**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Alden & Ott Printing Inks Co.

By: Thomas G. Alden

(Signature)

Date: 12/1/05

Print Name: Thomas G. Alden

Title: President

Address for Service: 616 E. Brook Dr.

Arlington Heights, IL 60005

847-956-6830

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party American Can Company

By: Ellen T. O'Brien Date: November 7, 2005  
(Signature)

Print Name: Ellen T. O'Brien

Title: Asst. General Counsel

Address for Service: MRC Holdings Inc.  
300 St. Paul Place  
Baltimore, Maryland  
21202

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party AMERICAN STEEL FOUNDRIES

By: Sam J. Ben Date: 17 NOV 2005  
(Signature)

Print Name: EDWARD J BROSIUS

Title: ASSISTANT SECRETARY

Address for Service: EDWARD J BROSIUS  
AMSTER INDUSTRIES INC.  
180 N. STETSON, SUITE 1800  
CHICAGO, IL 60601

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 1** -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 2** -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party ASHLAND CHEMICAL

By:   
(Signature)

Date: January 6, 2006

Print Name: Robin Lampkin-Isabel

Title: Sr. Group Counsel

Address for Service: Ashland Inc. - Law Department

5200 Blazer Parkway

Dublin, OH 43017

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  **X**   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

Ashland Chemical - Tier Three

PRP containers by capacity in gallons: 323,125

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Bee Chemical Company (aka Universal Color Dispersions), a Rohm and Haas Company

By:  Date: November 10, 2005  
(Signature)

Print Name: Thomas T. Terp

Title: Counsel

Address for Service: Thomas T. Terp  
Taft, Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  x   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party BRETFORD MANUFACTURING INC

By: [Signature]

(Signature)

Date: 11/8/05

Print Name: MIKEL S. BRIGGS

Title: PRESIDENT & COO

Address for Service: 11000 SEYMOUR AVE

FRANKLIN PARK IL 60131

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

X **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Caterpillar Inc.  
By: [Signature] Date: 11-22-05  
(Signature)  
Print Name: C. PALMER  
Title: Vice President / General Manager

Address for Service: Caterpillar Inc.  
Box 348 Rt. 31  
Aurora, IL 60507

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

[Signature] 11-22-05



In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

SIGNATURE PAGE FOR SETTLING PARTY

Name of Settling Party Central Ink Corporation

By: Richard E. Breen  
(Signature)

Date: 11-10-05

Print Name: Richard E. Breen

Title: President/Owner

Address for Service: 1100 N. Harvester Rd  
West Chicago IL 60185

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party DAVIES IMPERIAL COATINGS, INC.

By: Donn T. Davies Date: 11-16-05  
(Signature)

Print Name: DONN T. DAVIES

Title: PRESIDENT

Address for Service: DAVIES IMPERIAL COATINGS, INC.

PO BOX 790

HAMMOND, IN 46325

ATTN DONN DAVIES

PHONE - 219-933-0877

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party MediaNews Group, Inc., for its subsidiary, The Denver Post Corporation

By: 

Date: 2-13-2006

(Signature) Ronald A. Mayo

Print Name: \_\_\_\_\_

Title: Vice President and CFO

Address for Service: MediaNews Group

Attn: Gretchen Langston, Dir., Risk Management

Re: The Denver Post

1560 Broadway, Ste. 2100

Denver, CO 80202-5177

Phone: (303) 563-6398

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Dober Chemical Corp.

By: *Sidney E. Morrison*  
(Signature)

Date: November 15, 2005

Print Name: Sidney E. Morrison

Title: Attorney

Address for Service: Sidney E. Morrison, of counsel  
Berger, Newmark & Fenchel P.C.  
303 West Madison Street, 23rd floor  
Chicago, IL 60606

       PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

  X   PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party R.R. Donnelley & Sons Company, including  
Moore Wallace Hillside Printing, Wallace Press

By: Monica R. Evans Date: 2-13-06  
(Signature)

Print Name: Monica R. Evans

Title: Vice President and Associate General Counsel

Address for Service: Carolyn S. Besse, Esq.  
Barnes & Thornburg LLP  
One North Wacker Drive - Suite 4400  
Chicago, Illinois 60606

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Wyeth, on behalf of Dupli-Color Products Company

By: Steven A. Tasher Date: \_\_\_\_\_  
(Signature)

Print Name: Steven A. Tasher

Title: Vice President

Address for Service: Ronald J. Schott

Wyeth

5 Giralda Farms

Madison, NJ 07940

\_\_\_\_\_  
PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

X  
PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party E.I. du Pont de Nemours and Company

By: Guy V. Johnson  
(Signature)

Date: NOVEMBER 21, 2005

Print Name: GUY V. JOHNSON

Title: CORPORATE COUNSEL

GUY V. JOHNSON, CORPORATE COUNSEL  
E.I. du Pont de Nemours and Company  
Address for Service: LEGAL D-7090-2  
1007 MARKET STREET  
WILMINGTON,  
DE 19898

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

X **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party EDWARDS & DEUTSCH LITHOGRAPHING Co., INC.

By: Paul E. Kritzer Date: Nov. 10, 2005  
(Signature)

Print Name: PAUL E. KRITZER

Title: Secretary

Address for Service: 90 Journal Communications, Inc.  
333 W. State St. } by  
Milwaukee, WI 53203 } carrier

P.O. Box 661 } by  
Milwaukee, WI 53201-0661 } mail

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT



In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: 

(Signature)

Date: NOVEMBER 15, 2005

Print Name: JOHN A. YOKIM

Title: VICE PRESIDENT-FINANCE AND TREASURER

Address for Service: TRANSTAR, INC.

ATTN: ROBERT N. GENTILE  
LAW DEPARTMENT

600 GRANT STREET, SUITE 1887

PITTSBURGH, PA 15219

412-433-2959

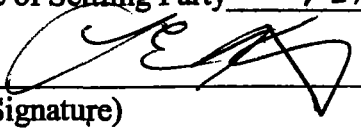
       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party FLINT INK CORPORATION

By:   
(Signature)

Date: 11/28/05

Print Name: LAWRENCE E. KING

Title: VICE PRESIDENT, GENERAL COUNSEL & SECRETARY

Address for Service: 4600 ARROWHEAD DRIVE

ANN ARBOR, MI 48105

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party FORD MOTOR COMPANY

By: [Signature] Date: 11-10-05  
(Signature)

Print Name: Kathryn S. Lamping  
Assistant Secretary

Title: \_\_\_\_\_

Address for Service: Kathy J. Hofel, Esq.  
Suite 1500 PTW  
Three Parklane Blvd.  
Dearborn, MI 48126

\_\_\_\_\_  
**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

X  
**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Georgia-Pacific Corporation / Will County Press

By: Ronald T. Allen

(Signature)

Date: 11/15/05

Print Name: Ronald T. Allen

Title: Principal Counsel

Address for Service:

Mellanie S. Fleming

Georgia-Pacific Corporation

133 Peachtree St., NE

Atlanta, GA 30348-5605


☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party The Glidden Company (formerly Glidden Coatings & Resins,  
division of SCM Corporation) \*

By:   
(Signature)

Date: 11/17/2005

Print Name: Steven M. Bradford

Title: General Counsel

Address for Service: Robert R. Kovalak

The Glidden Company (d/b/a ICI Paints)

15885 West Sprague Road

Strongsville, OH 44136

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

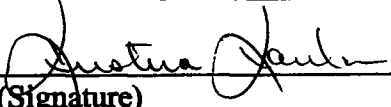
XXXX **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

\* and including successor to the liability, MHC Inc., a subsidiary of Millennium Chemicals, Inc., and its assigns (but solely to the extent MHC Inc. or its assigns is liable for the acts or omissions of The Glidden Company or the former SCM Corporation regarding the Calumet Containers Superfund Site).

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party CITY OF HAMMOND, INDIANA

By:   
(Signature)

Date: 11-9-05

Print Name: KRISTINA KANTAR

Title: CITY OF HAMMOND CITY ATTORNEY

Address for Service: 5925 CALUMET AVENUE

LAW DEPARTMENT

HAMMOND, IN 46320

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Lee Publications, Inc. f/d/b/a The Hammond Times

By: Sheri L. Curran Date: 12/28/05  
(Signature)

Print Name: Sheri L. Curran

Title: Corporate Attorney

Address for Service: Lee Enterprises  
Attn: Sheri Curran  
201 N. Harrison, Ste 600  
Davenport IA 52801

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 1** -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 2** -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Harris-Hub Company, a division of Dresher, Inc.

By: 

(Signature)

Date: 11/23/05

Print Name: Ernest C. Jett

Title: Director, Vice President & Secretary

Address for Service: No. 1 Leggett Road  
Carthage, MO 64836  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**



**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**



In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party ILLINOIS BRONZE PAINT (#32 ON RANKING)

By [Signature] Date: 11/23/05  
(Signature)

Print Name: BRUCE WHITE

Title: ATTORNEY & AUTHORIZED REPRESENTATIVE

Address for Service: BRUCE WHITE  
KAROLIS WHITE & MAGEE  
414 NORTH ORLEANS, SUITE 810  
CHICAGO, IL 60610


☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT (\$12,684)

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party INDIANA HARBOR BELT RAILROAD COMPANY

By:  Date: December 14, 2005  
(Signature)

Print Name: Gary L. Gibson

Title: General Manager

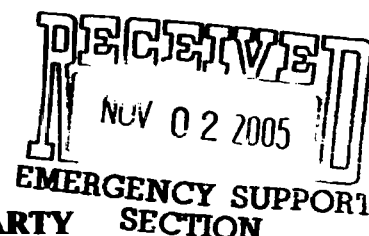
Address for Service: 2721- 161st Street

Hammond, Indiana 46323-1099

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement



**SIGNATURE PAGE FOR SETTLING PARTY SECTION**

Name of Settling Party: INTERNATIONAL TRUCK AND ENGINE CORP.

By: (Signature) Date: 10/27/05

Print Name: DAVID A. PIECH

Title: SENIOR COUNSEL

Address for Service: INTERNATIONAL TRUCK  
4201 WINFIELD RD.  
WARRENVILLE, IL 60555  
630-753-3039 fax 630-753-2261

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTTLING PARTY**

Name of Settling Party BASF Corporation / International Prink Ink Corp.

By: Nan Bernardo

Date: 11-8-05

(Signature)

Print Name: Nan Bernardo

Title: Environmental Counsel

Address for Service: \_\_\_\_\_

**BASF Corporation**  
**100 Campus Drive**  
**Florham Park, NJ 07932**

\_\_\_\_\_  
**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Keil Chemical, Division of Ferro Corporation

By: 

(Signature)

Date: 12-05-05

Print Name: JAMES C. BAYS

Title: VP + GENERAL COUNSEL

Address for Service:

C/O KEVIN D. MARGOLIS

BENESCH, FRIEDLANDER, COPLAN & ARONOFF

2300 BP TOWER, 200 PUBLIC SQUARE

CLEVELAND, OH 44114

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: Kohl & Madden Division of Sun Chemical Corporation

By: Melvin M. Cox Date: December 16, 2005  
(Signature)

Print Name: Melvin M. Cox

Title: Sr. Vice President & General Counsel

Address for Service: Sonnenschein, Nath & Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606  
Attention: Jacqueline M. Vidmar, Esq.

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: The Lehigh Press, Inc. (Lehigh Cadillac)

By: \_\_\_\_\_

(Signature)

Date: 11/22/05

Print Name: Paul B. Curouso

Title: Vice President, Finance

Address for Service:

Lehigh Press  
100 Visent Corporation

One Byram Brook Place, Suite 202

Armonk, NY 10504

Attn: General Counsel

914/595-8211 (phone)

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: The Dow Chemical Company on behalf of Mortell

By: Sandi VanWormer

Date: 10/31/05

(Signature)

Print Name: Sandi VanWormer

Title: Senior Attorney

Address for Service: The Dow Chemical Company  
2030 Dow Center  
8<sup>th</sup> Floor Legal Dept.  
Midland, MI 48640

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT



In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party National Can Company (Rexam Beverage)

By: Frank C. Brown Date: 8 Nov 05  
(Signature)

Print Name: Frank C. Brown

Title: Vice President, Rexam Beverage Can Company

Address for Service: Rexam Beverage  
4201 Congress Street  
Suite 340  
Charlotte, NC 28209

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 1 -**  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 2 -**  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Tomkins Industries, Inc. (Cfka Philips Industries Inc.)

By: Mildred P. Wolyk  
(Signature)

Date: 17 November 05

Print Name: MILDRED P WOLYK

Title: ASSISTANT SEC'y

Address for Service: Tomkins Law Department  
Attention: Athan A. Vinolys  
6450 Poe Avenue, Suite 109  
Dayton, Ohio 45414

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Pooler Bros. / Primerica Corp. / American Can Company

By: Ellen T. O'Brien

Date: February 2, 2006

(Signature)

Print Name: Ellen T. O'Brien

Title: Asst. General Counsel

Address for Service: MRC Holdings, Inc.

300 St. Paul Place

Baltimore, Maryland 21202

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party RAND McNALLY + COMPANY

By: 

(Signature)

Date: 11/09/05

Print Name: NORMAN SHAGLEY

Title: SENIOR VICE PRESIDENT + CHIEF FINANCIAL OFFICER

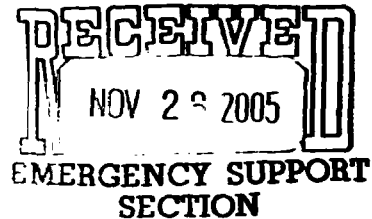
Address for Service: 8255 NORTH CENTRAL PARK

SKOKIE, IL 60076-2970

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement



**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: SERVICE WEB OFFSET CORPORATION

By: [Signature]

Date: 4/21/05

(Signature)

Print Name: ALAN MITCHELL

Title: CHAIRMAN

Address for Service: CHRISTINA KING LOUNDA  
DLA PIPER RUDNICK GRAY CARY VS LLP  
203 N. LA SALLE STREET - SUITE 1800  
CHICAGO IL 60601

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Shaffield Estates, LLC / Zemar Manufactured Home Communities

By: Michael E. Olsen

Date: 11-4-05

(Signature)

Print Name: Michael E. Olsen

Title: Vice President and General Counsel

Address for Service:

6547 North Arndale Suite 301

Chgo, IL 60631

ph 773-792-2515 x15

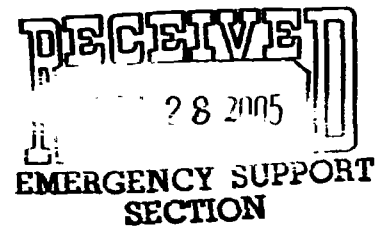
fax 773-792-1125

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 1** -  
BASIC SETTLEMENT AMOUNT



PLEASE CHECK HERE TO CHOOSE SETTLEMENT **OPTION 2** -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement



**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: The Sherwin-Williams Company  
By: [Signature] Date: 11/16/05  
(Signature)  
Print Name: Louis E. Stellato  
Title: Vice President, General Counsel and Secretary

Address for Service: Allen J. Danzig  
The Sherwin-Williams Company  
101 Prospect Avenue, N.W., 1100 Midland Building  
Cleveland, Ohio 44115-1075

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party HONEYWELL INTERNATIONAL INC on behalf of  
Sinclair & Valentine  
By: [Signature] Date: 01/19/06  
(Signature)  
Print Name: TROY J. MEYER  
Title: REMEDIATION PORTFOLIO DIRECTOR

Address for Service: Arnold & Porter LLP  
Attn: Chris Anderson  
555 Twelfth Street, NW  
Washington, DC 20004-1206

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT



In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: SEQUA CORPORATION (fka) SUN CHEMICAL

By: Robert L. Inlucchi Date: 11/14/05  
(Signature)

Print Name: Robert L. Inlucchi

Title: Vice President SEQUA Corp

Address for Service: SEQUA CORPORATION  
3 UNIVERSITY PLAZA  
HACKENSACK, NJ 07601  
attn: Leonard P. Pasculli, Esq.

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party Brenntag Great Lakes, LLC, successor to Tab Chemicals

By: \_\_\_\_\_

(Signature)

Date: November 14, 2005

Print Name: Thomas T. Terp

Title: Counsel

Address for Service: Thomas T. Terp  
Taft, Stettinius & Hollister LLP  
425 Walnut Street, Suite 1800  
Cincinnati, OH 45202

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: Thermark (Avery)

By: Roberta Macklin Date: November 22, 2005

(Signature)  
Print Name: Roberta Macklin

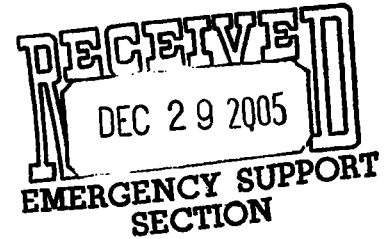
Title: Corp. Environmental Mgr.

Address for Service: Bruce Martin  
Avery Dennison  
409 Fortune Blvd.  
Milford, MA 01757

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  **X**   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement



**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: THRALL CAR MFG.

By: [Signature]  
(Signature)

Date: 12/20/05

Print Name: DAVID FUKIN

Title: CORP. SECRETARY

Address for Service: 845 LARCH AVE  
ELMHURST ILLINOIS 60045

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

☒ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: Union Tank Car Company

By: *Louis A. Kulekowskis*  
(Signature)

Date: December 20, 2005

Print Name: Louis A. Kulekowskis

Title: General Manager - Manufacturing

Address for Service: Susan M. Franzetti, Esq.

Franzetti Law Firm P.C.

10 South LaSalle Street, Suite 3600

Chicago, IL 60603

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: United States Steel Corporation

By: *William J. McKim*

(Signature)

Date: October 31, 2005

Print Name: William J. McKim

Title: Assistant General Counsel

Address for Service: David L. Smiga

United States Steel Corporation

600 Grant Street, Room 1500

Pittsburgh, PA 15219

       **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X  

**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party The Valspar Corporation on behalf of itself & Roto Ink

By:   
(Signature)

Date: November 23, 2005

Print Name: Ronda Bayer

Title: Associate General Counsel

Address for Service: The Valspar Corporation

1101 South Third Street

Minneapolis, MN 55415

           **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

  X   **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: W. C. RICHARDS COMPANY

By: *Louis J. Barta* Date: 10-28-05  
(Signature)

Print Name: LOUIS J. BARTA

Title: VICE PRESIDENT

Address for Service: W. C. RICHARDS COMPANY  
3555 WEST 123rd STREET  
ALSIP, ILLINOIS 60803  
1-708-385-6633

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT



In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: Quebecor World KRI Inc., f/k/a KRI, Inc., f/k/a Krueger Ringier, Inc.,  
f/k/a W. F. Hall Printing Company, on behalf of itself and those entities  
described by the United States as "W. F. Hall Printing" and "W. F. Hall  
Printing Co." and on behalf of Chicago Rotoprint Company, a wholly  
owned subsidiary of W. F. Hall Printing Company.

By: David McCarthy  
signature

Date: March 6, 2006

Print Name: DAVID MCCARTHY

Title Vice President & Director

Address for Service:

Mr. David McCarthy  
Vice President, Human Resources  
Corporate Human Resources  
Quebecor World KRI Inc.  
Quebecor World Franklin  
381 Riverside Drive, Suite 400  
Franklin, Tennessee 37064

Ms. Michele Bolduc  
Vice President, Legal Affairs  
Quebecor World, Inc.  
612 Saint Jacques  
Montreal, Canada  
H3C 4M8

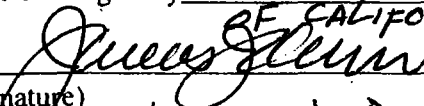
John J. Jawor  
The Jawor Law Firm  
621 Goldenrod Drive  
Suite 500A  
Bolingbrook, Illinois  
60440

\_\_\_\_\_ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

XXX PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTling PARTY**

**CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**  
Name of Settling Party FOR ITSELF AND ON BEHALF OF UNION OIL COMPANY  
OF CALIFORNIA  
By:  Date: 2/8/06  
(Signature)  
Print Name: JAMES J. DEAN  
Title: INTEGRATION MANAGER

Address for Service: CHEVRON U.S.A., INC.  
1500 LOUISIANA STREET  
HOUSTON, TX 77002  
ATTN: CAROL LEAR  
SENIOR COUNSEL, ENVIRONMENTAL  
PRACTICE GROUP

☐ PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTLING PARTY**

Name of Settling Party: MOEN Incorporated (Western Cold Drawn Steel)

By: Robyn Haegel-Hill  
(Signature)

Date: 11/17/05

Print Name: Robyn Haegel-Hill

Title: VP, HR

Address for Service: - Stephanie Slatkin, Fortune Brands, Inc.,  
300 Tower Parkway, Lincolnshire, IL 60069  
- Jennifer T. Nijman, Winston & Strawn LLP,  
35 W. Wacker Dr., Chicago, IL 60601

☐ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

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BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

In the Matter of: Calumet Containers Superfund Site  
CERCLA Section 122(h)(1) Cashout Agreement

**SIGNATURE PAGE FOR SETTling FEDERAL AGENCY<sup>1/</sup>**

Name of Settling Federal Agency: **UNITED STATES DEFENSE LOGISTICS AGENCY**

By: 

(Signature)

Date: **APR 17 2006**

Print Name: **NANCY RHEAUME**

Title: **Deputy**

Address for Service: **74 N. Washington Ave.**

**Battle Creek, MI 49017-3092**

**PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 1 -  
BASIC SETTLEMENT AMOUNT**

It is the agreement of U.S. Environmental Protection Agency and Settling Federal Agency, that not paying the cost premium pursuant to paragraph 16.4 of this Agreement, by the Federal Settling Agency, in the same manner as Settling Parties under paragraph 16.4, does not afford Settling Federal Agency the same protections as Settling Parties under paragraph 16.4.

☒ **PLEASE CHECK HERE TO CHOOSE SETTLEMENT OPTION 2 -  
BASIC SETTLEMENT AMOUNT PLUS PREMIUM PAYMENT**

It is the agreement of U.S. Environmental Protection Agency and Settling Federal Agency, that payment of the cost premium pursuant to paragraph 16.4 of this Agreement, by the Federal Settling Agency, in the same manner as Settling Parties under paragraph 16.4, affords Settling Federal Agency the same protections as Settling Parties under paragraph 16.4.

<sup>1/</sup> It is the agreement and understanding of U.S. Environmental Protection Agency and Settling Federal Agency, U.S. Defense Logistics Agency, that reference to "Settling Parties" in paragraph 16.4 of this Agreement is intended to be inclusive of both non-Federal Settling Parties and Federal Settling Agencies. The efficacy of the signature herein is premised on this agreement and clarification between U.S. EPA and DLA. Any action in contravention of the specific clarification of terms provided here, by either party, renders this Agreement null and void as between EPA and DLA.